

6345-a

RECORDATION NO. _____ Filed & Recorded

NOV 30 1971 -11 00 AM

INTERSTATE COMMERCE COMMISSION

FIRST AMENDMENT TO CONDITIONAL SALE AGREEMENT

THIS FIRST AMENDMENT TO CONDITIONAL SALE AGREEMENT, dated as of November 1, 1971 among PULLMAN INCORPORATED (Pullman-Standard Division) (the "Manufacturer"), TRUST COMPANY FOR USL, INC., an Illinois corporation, not in its general corporate capacity but solely as Trustee (the "Trustee") under Trust Agreement dated as of September 1, 1971 (the "Trust Agreement"), UNITED STATES LEASING INTERNATIONAL, INC., a California corporation, as Agent for the Trustee (the "Agent") and BESSEMER AND LAKE ERIE RAILROAD COMPANY, a Pennsylvania corporation (the "Guarantor");

W I T N E S S E T H:

WHEREAS, the Manufacturer, the Trustee, the Agent and the Guarantor have heretofore executed and delivered that certain Conditional Sale Agreement dated as of September 1, 1971 (the "Conditional Sale Agreement") providing for the sale thereunder by the Manufacturer to the Trustee of certain hopper cars and ~~caboose~~ more fully described in Schedules A-1 through A-11 attached to said Conditional Sale Agreement;

WHEREAS, the said Conditional Sale Agreement was filed for record in the Office of the Secretary of the Interstate Commerce Commission at 2:30 P.M. on October 8, 1971 and has been assigned Recordation No. 6345; and

WHEREAS, the Manufacturer, the Trustee, the Agent and the Guarantor desire to amend the Conditional Sale Agreement as hereinafter set forth:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Manufacturer, the Trustee, the Agent and the Guarantor hereby covenant and agree that paragraph (b) of Section 3.3 of the Conditional Sale Agreement shall be deemed to be and it is hereby amended to read in its entirety as follows:

"(b) an amount equal to the difference between the aggregate purchase price of the Equipment and the aggregate amount paid pursuant to subparagraph (a) of this Section 3.3 (herein sometimes called the "Conditional Sale

(B. & L.E. Trust No. 3)

Indebtedness") plus interest at the rate of 8-3/8% per annum on the unpaid balance thereof payable in consecutive quarterly installments, as follows:

(1) one (1) installment, including both principal and interest, in an amount equal to 1.8755% of the purchase price of all such Items of Equipment in such Group payable three months following the Closing Date for all such Items of Equipment, followed by

(2) seventy (70) quarterly installments, including both principal and interest, each in an amount equal to 2.1825% of the purchase price of all such Items of Equipment in such Group payable commencing three months following the installment payable under subparagraph (1) above."

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Conditional Sale Agreement to be executed by their respective officers thereunder duly authorized and their corporate seals to be hereto affixed as of the day and year first above written.

PULLMAN INCORPORATED
(Pullman-Standard Division)

By 
Its

(Corporate Seal)

Attest:

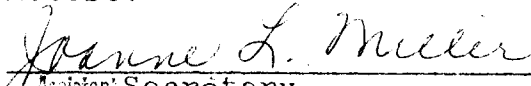

~~Assistant~~ Secretary

TRUST COMPANY FOR USL, INC.


By 
Its President

(Corporate Seal)

Attest:


~~Assistant~~ Secretary

UNITED STATES LEASING
INTERNATIONAL, INC.


By 
Its President

(Corporate Seal)

Attest:


Secretary

BESSEMER AND LAKE ERIE
RAILROAD COMPANY

By 
Its President

(Corporate Seal)

Attest:


Asst. Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 15th day of November, 1971, before me personally appeared H. R. Bock, to me personally known, who being by me duly sworn, says that he is the Vice President of Pullman Incorporated (Pullman-Standard Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Jerome F. Reigel
Notary Public

(SEAL)

My commission expires: Feb. 21, 1974

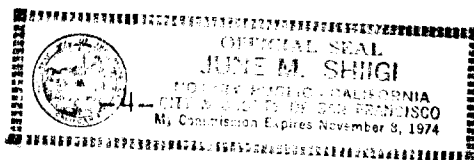
STATE OF CALIFORNIA)
) SS
CITY AND COUNTY OF SAN FRANCISCO)

On this 16th day of November, 1971, before me personally appeared BEN ARUSHADY, to me personally known, who being by me duly sworn, says that he is the President of Trust Company for USL, Inc., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

June M. Shigi
Notary Public

(SEAL)

My commission expires:



STATE OF PENNSYLVANIA)
) SS
CITY OF PITTSBURGH)

On this 23rd day of November, 1971, before me personally appeared F. W. Okie, to me personally known, who being by me duly sworn, says that he is the President of the Bessemer and Lake Erie Railroad Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Dorothy M. Tarr
Notary Public

(SEAL)

My commission expires: **DOROTHY M. TARR, Notary Public**
Pittsburgh, Allegheny Co., Pa.
My Commission Expires
March 31, 1974

STATE OF CALIFORNIA)
) SS
CITY AND COUNTY OF SAN FRANCISCO)

On this 16th day of November, 1971, before me personally appeared D. E. MUNDALL, to me personally known, who being by me duly sworn, says that he is a ~~Vice~~ President of United States Leasing International, Inc., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

June M. Shigi
Notary Public

(SEAL)

My commission expires:

